

**DELGADO COMMUNITY COLLEGE
PURCHASING DEPARTMENT
2703 GENERAL DEGAULLE DR
NEW ORLEANS, LOUISIANA 70114
(504) 762-3027**

INVITATION TO BID

**BID NAME:
PROVISION OF DESKS & CHAIRS**

**BID NUMBER:
40006-R001318**

**TO BE OPENED ON:
DECEMBER 7, 2009 AT 2:00PM**

**CONTACT PERSON:
SUSAN VARBLE
DIRECTOR OF PURCHASING
(504) 762-3031**

NAME OF COMPANY

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER FAX NUMBER

SIGNATURE OF COMPANY REPRESENTATIVE

NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Susan Varble at the following address:

**Delgado Community College
Temporary Executive Offices
2703 General DeGaulle Dr
New Orleans, La 70114-6222**

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents. All questions or comments must be received no later than five (5) working days prior to bid opening. No such inquiries will be interpreted in favor of the College.

2. Bids may be submitted by mail or in person. Bids will not be accepted by via fax or by any other method. Mailed bids and hand carried bids shall go to the address in item #1. All bids returned via mail should have the bid name and number on the front of the envelope. If bids are delivered via an express mail carrier, the bid name and number of the bid should be on the front of the document. If hand delivering the bid, do not leave bids at the front desk.

3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.

4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.

5. Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the College.

6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

SPECIFICATIONS

40006-R001318

SCOPE OF WORK:

THE SUCCESSFUL BIDDER SHALL FURNISH AND DELIVER THE ITEMS LISTED BELOW TO DELGADO COMMUNITY COLLEGE, 615 CITY PARK AVENUE, BUILDING 38, BEHIND HENRY BRADEN VOCATIONAL TECH COMPLEX (DOWNSTAIRS), NEW ORLEANS, LA 70119.

NOTE: ASSEMBLY IS REQUIRED.

LIST OF ITEMS:

SUCCESSFUL BIDDER WILL PROVIDE THE FOLLOWING:

1) DESK

- **SURFACE DEPTH: TABLE 48" W X 30"D**
- **FRAME COLOR: BLACK RIVER**
- **SURFACE COLOR: CHERRY WOODGRAIN**
- **ROTATING PANEL: 21" X 21" (HIDES A MOUNTED COMPUTER MONITOR BELOW THE SURFACE OF THE DESK WHEN THE COMPUTER IS NOT IN USE, ROTATING PANEL PROVIDES ENOUGH SPACE TO MOUNT A WIDESCREEN 19" MONITOR)**
- **RETRACTING KEYBOARD DRAWER (RETRACTS COMPLETELY BELOW THE SURFACE)**
- **INCLUDES ONE (1) CPU HOLDER**
- **STEEL FRAME**

QUANTITY: 22 EACH

TO BE REVOLUTION DESK, VERSATBLES ITEM NO. RSD4830-BC OR APPROVED EQUAL.

STATE PRICE EACH HERE: _____

STATE BRAND/MODEL BID HERE: _____

STATE DELIVERY TIME ARO HERE: _____

2) TASK CHAIR

- **SEAT SIZE: 22"W X 19.5 D" X 4.5" T**
- **BACK SIZE: 21"W X 23.5"H**
- **MAX OVERALL SIZE: 44.25"H X 27.75"W X 27"D**
- **ARMS MAX INSIDE: 20.25"**
- **ARMS TO FLOOR MIN: .26"**
- **SEAT HEIGHT MIN: 18.25"**
- **SEAT HEIGHT MAX: 22.5"**
- **SEAT TRAVEL: 4.25"**
- **APPROXIMATE WEIGHT: .50 LBS**
- **SURFACE COLOR: BLACK LEATHER**

QUANTITY: 44 EACH

TO BE HARMONY, VERSATBLES ITEM NO. HTC-B OR APPROVED EQUAL.

STATE PRICE EACH HERE: _____
STATE BRAND/MODEL BID HERE: _____
STATE DELIVERY TIME ARO HERE: _____

STATE TOTAL BID PRICE HERE: _____

NOTE: ALL SHIPPING, HANDLING, ART, SCREEN, SET-UP, OR ANY OTHER CHARGES
NECESSARY FOR PROVISION AND DELIVERY OF THESE GOODS AND/OR SERVICES
MUST BE INCLUDED IN THE UNIT PRICING. THE COLLEGE WILL NOT PAY FOR ANY
CHARGES INVOICED OTHER THAN THE UNIT PRICE. SHIP TO: DELGADO
COMMUNITY COLLEGE, 615 CITY PARK AVENUE, BUILDING 38, BEHIND HENRY
BRADEN VOCATIONAL TECH COMPLEX (DOWNSTAIRS), NEW ORLEANS, LA 70119.

SPECIAL CONDITIONS

1. Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

All bids must be submitted on the form(s) furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.

Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.

By signing the bid, the bidder certifies compliance with the above.

All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be clearly stated on the bid form. The College will not be responsible for freight charges not clearly stated as a part of this bid.

Delgado Community College reserves the right to reject any and all bids and to waive any informalities.

It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.

2. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere.
3. If item(s) or services bid do not fully comply with specifications, including brand and/or product number, bidder must state in what respect the item(s)/services deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.

4. The College reserves the right to award the above items separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that preclude competition.
5. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Vendor must state the brand/model he or she is bidding on each item.

It shall be the sole responsibility of the Vendor to prove equivalency. Vendor shall submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

6. If a vendor wishes to submit an alternate bid in addition to the brand/model requested, he or she may submit one (1) alternate bid. The alternate bid must be a separate submission, must be clearly marked as an alternate, and must include all applicable forms (i.e., jobsite visit). In addition, a separate, signed cover sheet must be submitted with the alternate.
7. In the event a greater quantity is needed, the right is reserved by the College to increase the amount, at the unit price stated in the bid, for three (3) months from the date of award.
8. If the Vendor fails to make delivery within a satisfactory time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
9. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
10. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the College. It shall also be specifically agreed and understood that the decision of the College shall be final.
11. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
12. The college reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the College.
13. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the College.
14. In case of default by the Vendor, the College reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.

15. Successful bidder will furnish written factory instructions for the operation and maintenance of the equipment purchased.
16. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted before work can commence.
17. Items furnished shall be delivered to the College, uncrated, set in place, assembled, and all debris removed by the Vendor.
18. Scope of Work: work shall include all labor, materials, and services required to produce a completed installation (assembly) which is acceptable to the College.

INSURANCE REQUIREMENTS FOR VENDORS

VENDORS SHALL PROCURE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARRISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE VENDOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES, OR SUBCONTRACTORS. THE COST OF SUCH INSURANCE SHALL BE INCLUDED IN THE VENDOR'S BID.

A. MINIMUM SCOPE OF INSURANCE

COVERAGE SHALL BE AT LEAST AS BROAD AS:

1. INSURANCE SERVICES OFFICE FORM NUMBER GL002 (ED. 1/73) COVERING COMPREHENSIVE GENERAL LIABILITY AND INSURANCE SERVICES OFFICE FORM NUMBER GL040 COVERING BROAD FORM COMPREHENSIVE GENERAL LIABILITY; OR INSURANCE SERVICES OFFICE COMMERCIAL GENERAL LIABILITY COVERAGE ("OCCURRENCE" FORM CG0001). "CLAIMS MADE" FORM IS UNACCEPTABLE. THE "OCCURRENCE FORM" SHALL NOT HAVE A "SUNSET CLAUSE".
2. INSURANCE SERVICES OFFICE FORM NUMBER CA0001 (ED. 1/78) COVERING AUTOMOBILE LIABILITY AND ENDORSEMENT CA0025 OR CA0001 1923. THE POLICY SHALL PROVIDE COVERAGE FOR OWNED, HIRED, AND NON-OWNED COVERAGE. IF AN AUTOMOBILE IS TO BE UTILIZED IN THE EXECUTION OF THIS CONTRACT, AND THE VENDOR/CONTRACTOR DOES NOT OWN A VEHICLE, THEN THE PROOF OF HIRED AND NON-OWNED COVERAGE IS SUFFICIENT.
3. WORKER'S COMPENSATION INSURANCE AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA, INCLUDING EMPLOYERS LIABILITY INSURANCE.

B. MINIMUM LIMITS OF INSURANCE

VENDOR SHALL MAINTAIN LIMITS NO LESS THAN:

1. COMMERCIAL GENERAL LIABILITY: \$1,000,000.00 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE.
2. AUTOMOBILE LIABILITY: \$1,000,000.00 COMBINED SINGLE LIMIT PER ACCIDENT, FOR BODILY INJURY AND PROPERTY DAMAGE.
3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY: WORKER'S COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE. EXCEPTION: EMPLOYERS LIABILITY LIMIT IS TO BE \$1,000,000.00 WHEN WORK IS TO BE OVER WATER AND INVOLVES MARITIME EXPOSURE.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY THE COLLEGE. AT THE OPTION OF THE COLLEGE, EITHER 1) THE INSURER SHALL REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS RESPECTS THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS, OR 2) THE VENDOR OR CONTRACTOR SHALL PRODUCE A BOND GUARANTEEING PAYMENT OF LOSSES AND RELATED INVESTIGATIONS, CLAIMS ADMINISTRATION AND DEFENSE EXPENSES.

D. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

- A. THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, BOARDS AND COMMISSIONS AND VOLUNTEERS ARE TO BE ADDED AS "ADDITIONAL INSURED" AS RESPECTS LIABILITY ARISING OUT OF ACTIVITIES PERFORMED BY OR ON BEHALF OF THE VENDOR; PRODUCTS AND COMPLETED OPERATIONS OF THE VENDOR, PREMISES OWNED, OCCUPIED OR USED BY THE VENDOR. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, OR VOLUNTEERS.**
- B. ANY FAILURE TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, BOARDS AND COMMISSIONS OR VOLUNTEERS.**
- C. THE VENDOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE INSURER'S LIABILITY.**

2. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE VENDOR OR CONTRACTOR FOR THE COLLEGE.

3. ALL COVERAGES

EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO THE STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY EITHER PARTY OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE COLLEGE.

E. ACCEPTABILITY OF INSURERS

INSURANCE IS TO BE PLACED WITH INSURERS WITH A BEST'S RATING OF A-:VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKER'S COMPENSATION COVERAGE ONLY.

F. VERIFICATION OF COVERAGE

VENDOR/CONTRACTOR SHALL FURNISH THE COLLEGE WITH CERTIFICATES OF INSURANCE AFFECTING COVERAGE REQUIRED BY THIS CLAUSE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE COLLEGE BEFORE WORK COMMENCES. THE COLLEGE RESERVES THE RIGHT TO REQUIRE COMPLETE, CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.

G. SUBCONTRACTORS

VENDOR/CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL FURNISH SEPARATE CERTIFICATES FOR EACH SUBCONTRACTOR. ALL COVERAGES FOR SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN.

INDEMNIFICATION AGREEMENT

_____, AGREES TO PROTECT, DEFEND,
(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)
INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF LOUISIANA, ALL
STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS
OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, INCLUDING VOLUNTEERS,
FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES AND
LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE
DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR OR
IN ANY WAY GROW OUT OF ANY ACT OR OMISSION OF

_____, ITS AGENTS, SERVANTS, AND
(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)
EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES
INCURRED BY _____ AS A RESULT OF

(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)
ANY CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION EXCEPT THOSE CLAIMS,
DEMANDS, AND/OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE
OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES,
BOARDS, COMMISSIONS, ITS AGENTS, REPRESENTATIVES, AND/OR
EMPLOYEES. _____ AGREES TO INVESTIGATE

(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)
HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH
CLAIMS, DEMANDS, OR SUITS AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL
OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THEY (CLAIMS, ETC)
ARE GROUNDLESS, FALSE, OR FRAUDULENT.

ACCEPTED BY

COMPANY NAME

SIGNATURE

TITLE

DATE ACCEPTED

IS CERTIFICATE OF INSURANCE ATTACHED? _____ YES _____ NO